

STATE EMPLOYMENT
RELATIONS BOARD

FEB 26 4 27 PM '97

*
In the Matter of Conciliation *
*
Between *
*
Wooster Fire Fighters Association *
*
and *
*
The City of Wooster, OH. *
*

SERB Case No.:
96-MED-090709
Before: Harry Graham

Appearances: For Wooster Fire Fighters Association:

Thomas M. Hanculak
Joseph W. Diemert Jr. & Associates
1360 S.O.M. Center Rd.
Cleveland, OH. 44124

For The City of Wooster:

Richard R. Benson, Jr.
Director of Law
Municipal Building
538 N. Market St.
Wooster, OH. 44691-7082

Introduction: Pursuant to the procedures of the Ohio State
Employment Relations Board a hearing was held in this matter
before Harry Graham. At that hearing the parties were
provided complete opportunity to present testimony and
evidence. The record in this proceeding was closed at the
conclusion of oral argument in Wooster, OH. on February 11,
1997.

Issues: At the hearing the parties agreed upon the issues in
dispute between them. Those issues are:

1. Wages

2. Sick leave
3. Acting Pay
4. Paramedic Pay

Issue 1, Wages

Position of the Union: When the parties exchanged their final proposals they came to find they were in agreement on the magnitude of the wage increase to occur. They embraced the recommendation of the Factfinder, Marvin Feldman, who had recommended a total wage increase of twelve percent (12.0%) over the term of the forthcoming three year agreement. The difference between the parties lies in the timing of the increases. Factfinder Feldman recommended increases of 3.5%, 4.5% and 4.0%. The first increase would be retroactive to November 10, 1996. The recommendation of the Factfinder should be awarded according to the Union as it resulted from careful consideration and judgement by a very experienced neutral.

The Union acknowledges that there is in existence a "me too" agreement between it and the City. As the Union relates the history of that agreement it does not cover wage increases. As that is the case, it has no binding authority and should be disregarded by the Conciliator.

At the hearing the City expressed a desire that the pay made to Fire Fighters be expressed as an annual figure, not in terms of dollars per hour. The Union is in agreement with

the City as long as dollars per hour continues to appear in the Agreement. It points out that various sorts of payments, eg. overtime, sick leave, and holiday pay, are all expressed in dollars per hour. To indicate solely an annual pay would be unwieldy and confusing according to the Union.

Position of the City: As noted above, the Employer has accepted the magnitude of the wage increase recommended by Factfinder Feldman. It proposes the wage increases be made on a schedule as follows: 2.5%, 4.5% and 5.0%. The initial wage increase would be retroactive to November 10, 1996. In support of this proposal it points to the "me too" with other unions. The City and the Ohio Patrolmen's Benevolent Association (OPBA) agreed on that schedule of wage increases. It should apply to the Fire Fighters as well in the City's view.

The City proposes that the Agreement express the compensation of Fire Fighters as an annual figure. It wants to eliminate the hourly rate found in the Agreement which it regards as being unwieldy.

Discussion: The Factfinder proposed a schedule of wage increases which was accepted by the Union. That must be given great weight by the Conciliator. Significant as well is the fact that this proceeding arises under a wage reopener clause in the Agreement. To this point that has been the operative

language governing the negotiations that led the parties to Conciliation. (An oxymoron). The Conciliator gives great weight to the recommendation of the distinguished Factfinder. It effectuates the reopener language of the Agreement. Consequently, the proposal of the Union on the wage increase issue is awarded.

No extensive discussion is required on the manner in which pay to Fire Fighters is expressed in the Agreement. The position of the Union is awarded.

Issue 2, Sick Leave

Position of the Union: The Union proposes that sick leave used in order to attend to parents amount to 72 hours. It points out that Factfinder Feldman recommended three days of sick leave for that purpose. In the Fire Service three days amounts to 72 hours. As that is the case, that is the number that should be awarded according to the Union.

Position of the City: The City does not dispute the award of Factfinder Feldman extending the use of sick leave for parents. It disputes the proposal of the Union that the three days referenced in the Factfinder's report amount to 72 hours. It points out that all other City unions have 24 hours. In order to standardize benefit levels across the City it urges that the 24 hour figure be awarded.

Discussion: In recent years the concept that Fire Fighters

should have triple the amount of time off, eg holiday days or sick days, as do other employees, has eroded. On this issue the Factfinder recommended adoption of the City proposal. No good reason was advanced by the Union to modify the recommendation of the Factfinder. The position of the City is awarded.

Issue 3, Acting Pay

Position of the Union: The Union has set forth a very comprehensive proposal on acting pay. (Union Exhibit C). When he came to consider it the Factfinder recommended its adoption. No reason exists to alter his recommendation in the opinion of the Union.

Position of the City: At the hearing the City proposed to accept the concept of acting pay. The language placed before the Conciliator was substantially different from that proposed by the Union. Should it be awarded certain types of payments that might arguably be made under the proposal of the Union will not occur. As that is the case, the City urges its proposal on this issue be awarded.

Discussion: Once again, the wisdom of the Factfinder should be embraced by the parties. He considered the proposal of the Union and found it worthy of recommending. No persuasive reason was advanced by the City to depart from the recommendation of the Factfinder. The position of the Union

is awarded. Given the difficulty, if not impossibility of reconstructing records of all Fire Department runs since November 10, 1996, the acting pay awarded by this decision should take effect at the commencement of the first pay period following receipt of this award.

Issue 4, Paramedic Pay

Position of the Union: Presently the City does not operate a paramedic service. Emergency medical assistance to residents is provided by EMT's. It may be that the City will embark upon a paramedic service or it may not be. The Union has proposed that in order to deal with the possibility that emergency medical assistance will be provided by paramedics, rather than EMT's, there should be in the Agreement a system for paramedic pay. Under the proposal of the Union there would be no pay to any member of the bargaining unit unless and until the City adopted a paramedic service.

Position of the City: As noted above, there is no paramedic service in the City at present. No plans are afoot to commence such a service. The Factfinder recommended against the proposal of the Union. The City urges that be the award in this case as well.

Discussion: The Factfinder found the proposal of the Union on this issue to be premature. As there is no paramedic service in the City and no plans to commence one he felt no wage for

paramedics need be established. The Factfinder's recommendation is awarded by this neutral. If and when the City commences a paramedic service the parties may bargain over the compensation due to paramedics. To that time, the proposal of the Union is premature. The position of the City on this issue is awarded.

Summary of Award

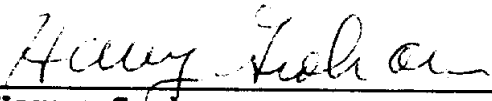
Issue 1, Wage Increase: The position of the Union is awarded.

Issue 2, Sick Leave: The position of the Employer is awarded.

Issue 3, Acting Pay: The position of the Union is awarded. Acting pay to take effect first pay period following receipt of this award.

Issue 4, Paramedic Pay: The position of the Employer is awarded.

Signed and dated this 24th day of February, 1997 at Solon, OH.



Harry Graham
Conciliator